IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
CIVIL DIVISION

DOMINIQUE HILL, et al.,	
Plaintiffs,	**Civil Action No. 2017 CA 006517 B**
v.	**Next Event:** **Initial Scheduling Conference** **December 22, 2017 10:30 AM**
TRUMP OLD POST OFFICE LLC, et al.,	**Judge Rankin**
Defendants.	

DEFENDANTS' MEMORANDUM IN SUPPORT OF THEIR MOTION TO DISMISS THE COMPLAINT, OR IN THE ALTERNATIVE, TO COMPEL ARBITRATION

Defendants move to dismiss Plaintiffs' claims because each Plaintiff agreed to arbitration as the exclusive forum for all of the claims alleged in the Complaint. Despite entering into binding agreements to arbitrate these exact types of disputes, Plaintiffs have refused to honor their respective agreements by filing the instant lawsuit instead of submitting their claims to binding arbitration. Moreover, they exercise gamesmanship by purposefully failing to name as a defendant in this lawsuit their *actual* employer, which is a direct signatory to the arbitration agreements, and instead suing only the named Defendants (who are not direct signatories) as alleged "joint employers" of Plaintiffs.

The law, however, does not permit Plaintiffs to so evade their contractual obligation to arbitrate, or to pursue this case in multiple forums. Plaintiffs' arbitration agreements require Plaintiffs to arbitrate their claims against Defendants and preclude them from pursuing their claims in court. Plaintiffs are also equitably estopped from avoiding their arbitration agreements and Defendants are entitled to enforce those agreements. Accordingly, Defendants respectfully request

that this Court dismiss Plaintiffs' Complaint, or in the alternative, compel individual arbitration proceedings and stay this case pending arbitration.

I. SUMMARY

Plaintiffs Dominique Hill ("Hill"), Irving Smith, Jr. ("Smith"), and Janette Sturdivant ("Sturdivant") (collectively, "Plaintiffs") are former restaurant employees of BLT Prime DC LLC ("BLT" or "the Restaurant"), which operates a restaurant at the Trump International Hotel, Washington, D.C. As a condition of employment, each Plaintiff signed an agreement to resolve through arbitration "all disputes, claims or controversies" against the Restaurant, its affiliates, and their employees and agents (collectively, the "Arbitration Agreements").

Plaintiff Hill initially filed an administrative charge with the District of Columbia Office of Human Rights alleging employment discrimination claims against his employer BLT—*not* Defendants—based on the same facts underlying the claims in this Complaint. After being reminded of his Arbitration Agreement, instead of continuing to pursue claims against BLT, Hill withdrew his administrative charge and, along with plaintiffs Smith and Sturdivant, filed this lawsuit against defendant Trump Old Post Office, LLC ("OPO" or "the Hotel"), which operates Trump International Hotel, Washington, D.C., and its Managing Director, defendant Mickael Damelincourt (collectively, the "Defendants").

In a transparent effort to circumvent their Arbitration Agreements, Plaintiffs have conspicuously *not* named their actual employer, BLT, as a defendant in this lawsuit, and have instead sued OPO under a "joint employer" theory of liability. Specifically, Plaintiffs allege that OPO exercised significant control over the terms and conditions of Plaintiffs' employment at BLT, both as a joint employer with BLT and pursuant to a contract with BLT. When describing the alleged unlawful conduct, Plaintiffs do not allege that OPO acted independently. Rather, Plaintiffs

ascribe alleged discriminatory conduct to BLT's managers and to OPO, and further allege that BLT and OPO engaged in an interdependent, concerted course of conduct based on the Restaurant's allegedly integrated operation and affiliation with the Hotel.

Based on these allegations, OPO is entitled to enforce the Arbitration Agreement directly (as an "affiliate" under the express terms of the Arbitration Agreements), as a third-party beneficiary of the Agreements, and under the doctrine of equitable estoppel. The Arbitration Agreements and governing law do not permit Plaintiffs to "have it both ways" by, on the one hand alleging an interrelationship and affiliation between OPO and BLT as joint employers, while on the other hand refusing to honor the Arbitration Agreements they signed in connection with their employment at BLT.

Further, any dispute regarding application of the Arbitration Agreements to claims against Defendants must be resolved in arbitration. Plaintiffs delegated to an arbitrator the "exclusive authority to resolve all disputes about the interpretation, applicability, enforceability or formation" of the Agreements. Thus, if Plaintiffs dispute whether the Arbitration Agreements apply to claims against Defendants, by Plaintiffs' express agreement it is the province of an *arbitrator*—rather than this Court—to resolve that dispute.

II. FACTUAL BACKGROUND

A. Plaintiffs Signed Arbitration Agreements Concerning Their Employment at the Restaurant

1. BLT operates BLT Prime, a Washington D.C. steakhouse located in the lobby of Trump International Hotel, Washington, D.C. (Complaint ("Compl.") p. 2).[1] BLT Prime is referred to herein as the "BLT" or the "Restaurant."

[1] For purposes of this Motion and Memorandum, Defendants take the factual allegations in the Complaint as true, without conceding whether any such allegations are true.

2. The Restaurant employed Hill as a bartender, and employed Smith and Sturdivant as servers. (Compl. ¶¶ 49, 60, 84).

3. As a condition of their employment, each Plaintiff signed his or her Arbitration Agreement (attached respectively as Exhibits 1, 2 and 3 to Exhibit A, the Declaration of Debra Mulholland ("Decl."); *see also* Decl. ¶¶ 1, 3).[2]

4. Under the express terms of the Arbitration Agreements, each Plaintiff and the Restaurant mutually agreed that "all disputes, claims or controversies . . . against the Restaurant that could be brought in a court will be resolved through arbitration." (*Id.* ¶ 1).

5. Each Arbitration Agreement defines the "Restaurant" to include "any affiliates and their current and former employees and agents." (*Id.* ¶ 5).

6. By signing his or her Arbitration Agreement, each Plaintiff agreed "to pursue all claims on an individual basis only," and "waive[d] [his or her] right to commence or be part of any class or collective claims, or to bring a claim with another person." (*Id.* ¶ 1).

7. By signing his or her Arbitration Agreement, each Plaintiff agreed that "[t]he arbitrator will have exclusive authority to resolve all disputes about the interpretation, applicability, enforceability or formation" of the Arbitration Agreement. (*Id.* ¶ 2).

8. Each Arbitration Agreement provides the arbitrator "shall have the power to award any type of legal or equitable relief available in a court of competent jurisdiction." (*Id.*)

9. The Restaurant agreed to pay for the "arbitration costs and fees," except for an amount equivalent to the cost "of filing a Complaint in federal court." (*Id.* ¶ 5).

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[2] An employer moving to dismiss a case based on the existence of a valid arbitration agreement may attach the arbitration agreement to its motion. *See, e.g.*, *Brown v. Dorsey &Whitney, LLP,* 267 F. Supp. 2d 61, 67, 83 (D.D.C. 2003) (granting motion to dismiss based on arbitration agreement, where defendant attached arbitration agreement to motion to dismiss).

10. Each Arbitration Agreement provides that the Employment Rules and Procedures of National Arbitration and Mediation ("NAM Rules") govern the dispute. (*Id.* ¶ 4).

11. Each Arbitration Agreement provides a link to access the NAM Rules and notes that the Restaurant has a copy of the NAM Rules. (*Id.*)

12. Rule 3 of the NAM Rules states: "If an Employee files a lawsuit in court to resolve claims subject to Arbitration, the Employee agrees that the court shall dismiss the lawsuit and require the Employee to arbitrate the dispute." NAM Rules, *available at* http://namadr.com/wp-content/uploads/2016/07/Emp-Rules_and_Proced.pdf (last visited November 1, 2017).

13. Despite demand, Plaintiffs refuse to withdraw their Complaint and arbitrate their claims against Defendants.

B. Plaintiff Hill Filed an Administrative Charge against BLT— But Not OPO—Which Mirrored the Claims in this Complaint

14. On May 17, 2017, Hill filed an administrative charge with the D.C. Office of Human Rights[3] (the "Charge"), naming "BLT Prime" as "the Employer . . . that I Believe Discriminated Against Me or Others." (Exhibit 4 to the Decl.).

15. The Charge does not name or even mention the Hotel or OPO. (*See id.*).

16. In the Charge, Hill alleged that "Respondent" (meaning BLT) hired him as a Bartender. (*See id.*).

17. In the Charge, Hill alleged that "[BLT's] Management subjected [him] to

[3] Plaintiffs incorporate the Charge by reference in Paragraph 9 of the Complaint, and thus, it is proper for the Court to consider the Charge when evaluating this Motion. *See Pisciotta v. Shearson Lehman Bros.*, 629 A.2d 520, 525 n. 10 (D.C. 1993) (finding appellant properly relied on exhibits in motion to dismiss, because "each exhibit attached to the motion had been referred to in the complaint, so Shearson did not rely on matters outside the complaint to support its motion").

disparate treatment regarding [his] shifts and wages compared to White employees," by offering "better shifts (night shifts) and pay to White similarly situated-employees." (*See id.*).

18. In the Charge, Hill alleged that "[BLT] terminated [his] employment" for "dropp[ing] a "Bloody Mary" cocktail drink over an infant," but did not terminate a White employee who "dropped a whole bottle of champagne over a bride." (*See id.*).

19. In the Charge, Hill "charge[d] [BLT] with unlawful discriminatory acts in violation of . . . the D.C. Human Rights Act of 1977, as amended," based on his race.

20. On July 24, 2017, Hill withdrew the Charge "to file suit in this Court." (Compl. ¶ 9).

C. Plaintiffs Filed this Lawsuit, Alleging the Same Claims and Underlying Facts Hill Asserted in His Charge

21. On September 20, 2017, Plaintiffs filed the instant lawsuit, alleging Defendants discriminated against them based on their race, by "refus[ing] to allow its African-American staff to work during the more lucrative evening and dinner shifts, thereby depriving African-American staff of higher wages and tips," and by "us[ing] discriminatory hiring, firing and discipline policies amongst its African-American staff." (Compl. pp. 2-3).

22. In the lawsuit, Plaintiffs allege Hill "was repeatedly denied the evening shift by Defendants, and was predominately assigned to the morning and/or afternoon shifts." (Compl. ¶ 53).

23. Plaintiffs also allege that Hill "was then terminated by the Defendants when . . . [he] dropped a *Bloody Mary* cocktail on the side of a baby carriage" (Compl. ¶ 55), yet Defendants did not terminate a "Caucasian female" when she "spilled an entire bottle of wine on a bride's dress." (Compl. ¶ 78).

24. The Complaint alleges employment law claims against Defendants for

allegedly violating the D.C. Human Rights Act through: (1) race discrimination; (2) disability discrimination; (3) hostile work environment; and (4) retaliation. (Compl. ¶¶ 156-194). Each of these employment claims falls squarely within the scope of the Arbitration Agreements.

D. Plaintiffs Allege OPO Controlled the Terms and Conditions of Their Employment

The Complaint contains the following allegations that OPO exercised control over Plaintiffs as a joint employer with BLT:

25. OPO "has a management agreement or management contract with BLT Prime (BLT), and to that end, oversees and manages BLT's operations, and has control over BLT's employees and staff, the power to hire and fire BLT employees and/or recommend them for termination and discipline." (Compl. ¶ 5).

26. "Damelincourt, . . . the Director of Operations at [the Hotel] . . . exercised significant and substantial authority to determine the Plaintiffs' work hours, number of guests and diners served and had the power to recommend, terminate and discipline BLT employees. Damelincourt . . . is an agent of [OPO] . . ." (Compl. ¶ 8; *see also* ¶¶ 26-43).

27. OPO "manage[s] all aspects of the [BLT] restaurant," and "tell[s] BLT what to do." (Compl. ¶ 26).

28. BLT "has a financial relationship or contractual relationship with [OPO]." (Compl. ¶ 24).

29. OPO obtains "profit and earnings from patronage at BLT." (Compl. ¶ 95).

30. Plaintiffs' "employment and duties directly or indirectly benefit both BLT and [the Hotel]." (Compl. ¶ 25).

31. "[B]ecause of its extensive control, [the Hotel] is a ***joint employer*** of the Plaintiffs." (Compl. ¶ 44) (emphasis added).

32. The tools of the trade and uniforms used by Plaintiffs are provided by the Hotel and emblazoned with its names or logos. (*See* Compl. ¶¶ 29-30).

E. Plaintiffs Allege OPO and BLT Acted Jointly to Violate Plaintiffs' Rights

The Complaint contains the following allegations that BLT and OPO acted jointly to violate Plaintiffs' rights:

33. Plaintiffs allege Defendants discriminated against them through "preferential treatment of work assignments, selective use of the discipline policy and/or racist comments and language." (Compl. ¶ 162).

34. The Hotel's "management" told BLT to assign day shifts to its African-American and minority employees and evening shifts to its Caucasian employees. (Compl. ¶ 104).

35. "BLT and [the Hotel] continued to hire Caucasian staff for the evening shift." (Compl. ¶ 100).

36. "BLT did not follow steps 1-4 of its progressive discipline policy when they immediately terminated Hill and Sturdivant." (Compl. ¶ 73).

37. "Damelincourt and/or other employees of [the Hotel] played a part in disciplining Hill and not disciplining [his alleged comparator]." (Compl. ¶ 81).

38. "BLT was told to terminate Hill by Damelincourt or other members of [the Hotel]." (Compl. ¶ 77).

39. Defendants allegedly directed where BLT's staff could eat, congregate, enter and leave the building. (Compl. ¶¶ 122, 124, 126).

40. In support of their retaliation claim, Plaintiffs allege they "complained to BLT management of the discriminatory work assignments" (Compl. ¶ 99; *see also* ¶¶ 110, 189), after which BLT "consulted with the management team at [the Hotel]." (Compl. ¶ 113). BLT

subsequently increased their wages, as "authorized" by "the management team at [the Hotel]." (Compl. ¶ 113).

41. Plaintiffs do not allege that they complained to Defendants about any allegedly unlawful conduct. Yet Plaintiffs claim they "engaged in protected activities . . . under the DCHRA . . . by complaining about their discriminatory work practices to their superiors ***within the organization***." (Compl. ¶ 189) (emphasis added).

III. LEGAL ARGUMENT

A. Federal and District of Columbia Law Mandate that Plaintiffs' Claims Be Arbitrated

The Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 *et seq.*, provides in relevant part that "[a] written provision in any … contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract … shall be valid, irrevocable and enforceable …." 9 U.S.C. § 2. In the Arbitration Agreements, Plaintiffs agreed to resolve their disputes by binding arbitration under the FAA and that these Agreements are "governed by the Federal Arbitration Act." (*See* Exh. 1, 2 and 3 to Exh. A, Declaration of Debra Mullholland). On their face, the Arbitration Agreements state Plaintiff's agreement that the FAA applies; accordingly, the Court's examination of the Arbitration Agreements is controlled by the FAA. [4]

The FAA establishes a national policy favoring arbitration where, as here, a party contracts for that mode of dispute resolution. *Dean Witter Reynolds, Inc. v. Byrd*, 470 U.S. 213, 219 (1985); *Southland Corp. v. Keating*, 465 U.S. 1, 10 (1984); 9 U.S.C. §§ 1 *et seq. See also Moses H. Cone Mem'l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1, 24 (1983) (FAA created "liberal federal policy

[4] The FAA also applies here because the FAA applies to every contract "involving commerce," including Plaintiffs' Arbitration Agreements. *See Citizens Bank v. Alafabco, Inc.*, 539 U.S. 52, 55-58 (2003); 9 U.S.C. § 2.

favoring arbitration agreements, notwithstanding any state substantive or procedural policies to the contrary"). The FAA mandates that a court must order arbitration when it is satisfied that the execution of an arbitration agreement is not at issue. 9 U.S.C. § 4. *See also, e.g., Dean Witter Reynolds, Inc.*, 470 U.S. at 218 (citing 9 U.S.C. §§ 3, 4). Moreover, "any doubts concerning the scope of arbitrable issues should be resolved in favor of arbitration, whether the problem at hand is the construction of the contract language itself or an allegation of waiver, delay, or a like defense to arbitrability." *Moses H. Cone*, 460 U.S. at 24-25.

Further, even if the FAA did not apply here (and it does), District of Columbia law mirrors the FAA's policy favoring arbitration, and D.C. courts routinely enforce arbitration agreements in the employment context, recognizing a "well-established preference for arbitration when the parties have expressed a willingness to arbitrate." *See, e.g., Parker v. K&L Gates, LLP*, 76 A.3d 859, 871 (D.C. 2013) (affirming trial court's ruling enforcing arbitration agreement with respect to claims arising from employment); *Friend v. Friend,* 609 A.2d 1137, 1139 (D.C. 1992) ("[C]ourts will presume that an arbitration clause agreed upon by the parties was intended to foreclose judicial involvement in their disputes.").

By signing the Arbitration Agreements, Plaintiffs expressed a willingness to arbitrate their claims in this case and to foreclose judicial involvement in their disputes with the Restaurant and its affiliates, including but not limited to all "employment related disputes" that are not resolved by informal efforts. (*See* Arbitration Agreements.) Without question, Plaintiffs' claims fall within the broad scope of the Arbitration Agreements. Because Plaintiffs agreed to arbitration, and because each of their claims fall within the scope of their Arbitration Agreements, the Court should dismiss this case, or alternatively, order Plaintiffs to individually arbitrate their claims.

B. The Arbitration Agreements Apply to Plaintiffs' Claims against OPO and Damelincourt

1. OPO Is an "Affiliate" of BLT

To the extent Plaintiffs argue that they are not required to arbitrate their claims against Defendants because Defendants were not direct signatories to the Arbitration Agreements, this argument fails because the Arbitration Agreements expressly apply to Plaintiffs' claims against Defendants. Plaintiffs agreed to arbitrate all claims that could be brought in court against the Restaurant, including claims against "any affiliates and their current and former employees and agents." (Arbitration Agreement, ¶¶ 1, 5).

Defendants OPO and Damelincourt are covered by the Arbitration Agreements as an "affiliate" of BLT and as a current employee and agent of such affiliate, respectively. Used as a noun, the term "affiliate" commonly refers to one who has "associated with" another, or as an "affiliated person or organization." *See* Definition of "Affiliate" in Merriam-Webster, available at https://www.merriam-webster.com/dictionary/affiliate (last visited Oct. 31, 2017). To "affiliate" means (among other meanings), "to connect or associate oneself—usually used with *with*." Common synonyms are "related" and "allied."[5] *Id.*

Plaintiffs refer to OPO and BLT, the Hotel and the Restaurant within and affiliated with the Hotel, as a united entity—"the organization." (Compl. ¶ 189). Indeed, Plaintiffs claim OPO extensively controls the terms and conditions of Plaintiffs' employment per the terms of a management agreement between OPO and BLT, to such a degree that OPO is Plaintiffs' joint

[5] While not immediately relevant here, in the legal context, Merriam-Webster also defines "affiliate" as "a business entity effectively controlling or controlled by another or associated with others under common ownership or control." *Id.* Similarly, Black's Law Dictionary defines "affiliate" as referring to a corporation that is "related to another corporation by shareholdings or other means of control." Black's Law Dictionary 10th ed. 2014. This sort of "control" is precisely what Plaintiffs allege in this case.

employer. Plaintiffs also claim OPO effectively controlled BLT by directing BLT to engage in much of the alleged conduct underlying Plaintiffs' claims against Defendants, including (a) assigning African-American employees only to evening shifts, (b) diverging from BLT's progressive discipline policy when terminating Hill and Sturdivant, and (c) mandating where BLT's African-American employees could eat, congregate, enter and leave the worksite.

Based on Plaintiffs' allegations and the plain meaning of the term, OPO necessarily constitutes as an "affiliate" of BLT for purposes of the disputes raised by the Complaint. Moreover, there is no dispute that Damelincourt is OPO's employee or agent. Accordingly, pursuant to the express terms of their Arbitration Agreements, Plaintiffs are required to arbitrate their claims against OPO and Damelincourt. Plaintiffs have expressly agreed to arbitration as the exclusive forum for dispute resolution to the exclusion of court. This Court must enforce the Arbitration Agreements and hold Plaintiffs to their binding promises pursuant to the "well-established preference for arbitration when the parties have expressed a willingness to arbitrate." *See, e.g., Parker* 76 A.3d at 871; *Friend,* 609 A.2d at 1139.

2. Defendants Are Third-Party Beneficiaries of the Arbitration Agreements

Defendants are also entitled to enforce the Arbitration Agreements as third-party beneficiaries. Under District of Columbia law, a third party may sue to enforce contract provisions if the contracting parties intended for the third party to benefit directly from the contract. *Kelleher v. Dream Catcher, L.L.C.*, 2017 U.S. Dist. LEXIS 164381, at *4 (D.D.C. Oct. 4, 2017) (citing *Hossain v. JMU Props., LLC*, 147 A.3d 816, 820 (D.C. 2016)). A third party need not be named in the contract itself to qualify as an intended beneficiary, but his or her identity must be ascertainable from either the terms of the contract or the circumstances surrounding its creation. *Id.* (citing *Hossain)*; *see also Western Union Tel. Co. v. Massman Constr. Co.*, 402 A.2d 1275,

1277 (D.C. 1979) (finding that non-signatory was third-party beneficiary of contract, explaining: "the absence of the third party's name from the contract is not fatal to his claim, especially when the surrounding circumstances tend to identify the third-party beneficiary").

In *Kelleher*, the plaintiff agreed to arbitrate claims against the corporate defendant; the individual defendants were not signatories to this agreement. Nevertheless, the court found that individual defendants qualified as third-party beneficiaries to the arbitration agreement, because the plaintiff was "clearly aware that Individual Defendants 'stood to benefit' from the Contract's creation," as the plaintiff had alleged the "Individual Defendants . . . controlled Dream Catcher, made all material decisions affecting Dream Catcher, and dominated the conduct of Dream Catcher." *Id.* at *6-7.

Here, Plaintiffs allege ***Defendants*** employed them; thus, the "circumstances surrounding the creation" of the Arbitration Agreements mean that OPO stood to benefit from Plaintiffs' agreement to arbitrate all claims arising from their employment at the Restaurant located within the Hotel. In fact, Plaintiffs specifically allege their "employment and duties directly or indirectly benefit both BLT and the Trump Hotel." (Complaint ¶ 25). Plaintiffs also allege OPO controlled the Restaurant with respect to their employment, made decisions affecting the Restaurant, dominated the conduct of the Restaurant, and profited from the Restaurant.

Moreover, the Arbitration Agreements specifically refer to "affiliates and their current and former employees and agents" as encompassed within the term "the Restaurant." Thus, to the extent the Court finds that Defendants are not parties to the agreements because they are not signatories as such, it must nonetheless find that they may enforce the Arbitration Agreements in their own right as intended beneficiaries identified in the agreements.

For these reasons, Defendants are in the alternative entitled to enforce the Arbitration

Agreements as third-party beneficiaries.

3. Plaintiffs Are Equitably Estopped from Refusing to Arbitrate Their Claims

a. A Non-Signatory May Compel Arbitration of Claims Involving Alleged Concerted Misconduct Between the Non-Signatory and a Signatory

Under the principles of equitable estoppel, a non-signatory to an arbitration agreement may compel a signatory to arbitrate where "the signatory to the contract containing an arbitration clause raises allegations of substantially interdependent and concerted misconduct by both the nonsignatory and one or more of the signatories to the contract." *MS Dealer Serv. Corp. v. Franklin*, 177 F.3d 942, 947 (11th Cir. 1999); *accord Aggarao v. MOL Ship Mgmt. Co., Ltd.*, 675 F.3d 355, 373 (4th Cir. 2012) (same); *Grigson v. Creative Artists Agency*, L.L.C., 210 F.3d 524, 527 (5th Cir. 2000) (same); *Khan v. Parsons Global Servs.*, 480 F. Supp. 2d 327, 341 (D.D.C. 2007) (same), rev'd on other grounds, 521 F.3d 421 (D.C. Cir. 2008). *See also CD Partners, LLC v. Grizzle*, 424 F.3d 795, 799 (8th Cir. 2005) ("The courts clearly recognize a nonsignatory's ability to force a signatory into arbitration under the 'alternative' estoppel theory when the relationship of the persons, wrongs and issues involved is a close one."); *Astra Oil Co. v. Rover Navigation, Ltd.*, 344 F.3d 276, 279-80 (2nd Cir. 2003) (holding a nonsignatory may compel arbitration against a signatory to an arbitration agreement because of the nonsignatory's close affiliation with the other signatory party to the agreement).[6]

[6] As set out above, the Arbitration Agreements specify that they are governed by the FAA. *See* Exhibits 1, 2 and 3 to the Decl. Thus, federal law should apply to place the agreements on equal footing with any other contract, subject to generally applicable contract principles. *See, e.g.*, *Rent-A-Center, W., Inc. v. Jackson*, 561 U.S. 63, 67 (2010). Subject to this principle, to the extent that District of Columbia law applies, the Court of Appeals has routinely held that Federal court decisions applying the FAA may be regarded as persuasive authority in construing and applying the corresponding provisions of the District of Columbia Arbitration Act. *See, e.g., Giron v. Dodds*, 35 A.3d 433 (D.C. 2012); *Bolton v. Bernabai & Katz*, PLLC, 954 A.2d 953 (D.C. 2008).

In *Ragone v. Atlantic Video*, 595 F.3d 115 (2nd Cir. 2010), the plaintiff brought sexual harassment claims against her employer, AVI, and its client, ESPN. *Id.* at 119. She had signed an arbitration agreement with AVI, which did not reference ESPN "expressly or by implication." *Id.* The U.S. Court of Appeals for the Second Circuit nonetheless enforced the arbitration agreement as to plaintiff's claims against non-signatory ESPN, because she knew ESPN would effectively be her "co-employer," and her claims against AVI and ESPN were factually intertwined, such that it was appropriate to send the entire dispute to arbitration. *Id.* at 127-28. In particular, the court emphasized that the plaintiff's "knowledge that she would extensively treat with ESPN personnel is sufficient to demonstrate the existence of a relationship between [plaintiff] and ESPN that allows the latter to avail itself of the arbitration agreement between [plaintiff] and AVI." *Id.* at 128. Accordingly, the court affirmed the district court's conclusion that the plaintiff was equitably estopped from avoiding arbitration with ESPN. *Id.*

Likewise, in *Aggarao,* the U.S. Court of Appeals for the Fourth Circuit affirmed a decision requiring plaintiff, who worked on a ship, to arbitrate claims against unrelated non-signatories that owned or chartered the ship, based on equitable estoppel, because: (a) the plaintiff alleged all three companies were his "employer"; (b) the signatory and non-signatories allegedly engaged in "coordinated behavior," "instigating and contributing to one another;" and (c) the claims against all three companies were "based on the same facts," were "inherently inseparable," and fell within the scope of the arbitration clause. *Aggarao,* 675 F.3d at 373-74; *see also Khan*, 480 F. Supp. 2d at 341 (applying estoppel to enforce the arbitration agreement as to non-signatory defendants who allegedly employed plaintiff according to the allegations in his complaint).

So too here. Plaintiffs allege Defendants were their "employer." Plaintiffs allege BLT and OPO hired employees to work at the Restaurant located in the Hotel. Thus, by their own account,

from the outset of their employment with the Restaurant, Plaintiffs knew they would be working closely with, and under the direction of, OPO employees. Plaintiffs further allege Defendants engaged in coordinated behavior with BLT that violated Plaintiffs' rights under the DCHRA. The allegations in Hill's Charge against BLT mirror Plaintiffs' allegations against Defendants in this lawsuit, demonstrating that Plaintiffs' claims against OPO and BLT are based on the same facts and inherently inseparable. By suing Defendants (but not BLT) after being reminded of the Arbitration Agreements, Plaintiffs tacitly acknowledge that their claims fall within the scope of the Arbitration Agreements.[7]

In sum, under principles of equitable estoppel, Plaintiffs are barred from attempting to circumvent their Arbitration Agreements by suing Defendants for actions they allegedly took interdependently and concertedly with BLT arising from their employment.

b. Courts Have Also Required Signatories to Arbitrate Claims against Non-Signatories Based on the Alleged Business Dealings between the Two Entities

A non-signatory may invoke equitable estoppel to enforce an arbitration agreement against a signatory that shares no common ownership, based on the alleged business dealings between the two entities. In *Riley v. BMO Harris Bank, N.A.*, 61 F. Supp. 3d 92, 94 (D.D.C. 2014), the plaintiffs sued banks for withdrawing payments from the plaintiffs' accounts pursuant to loan agreements

[7] In fact, upon filing this lawsuit, Plaintiffs' counsel was quoted in a news publication as stating that Plaintiffs were ***already*** pursuing their claims against BLT in arbitration, as required by their Arbitration Agreements: "The workers are also presenting claims against BLT before an arbitrator because they signed an arbitration agreement with the restaurant, their lawyer, A.J. Dhali with Dhali PLLC in Washington, told Bloomberg BNA Sept. 21. They filed a lawsuit in court against the hotel because they didn't sign an arbitration agreement with the hotel, he said." "Trump Hotel in D.C. Discriminates, Black Servers Say," Bloomberg BNA (Sept. 21, 2017), available at https://www.bna.com/trump-hotel-dc-n73014464302/ (last visited Nov. 1, 2017). This statement further demonstrates the bad-faith gamesmanship of Plaintiffs' counsel in filing the instant lawsuit against Defendants, recognizing the existence of binding Arbitration Agreements.

between the plaintiffs and payday lenders. The loan agreements contained arbitration provisions requiring plaintiffs to arbitrate their claims against the lenders and their "affiliates" and "agents." *Id.* at 102. Despite not having signed the loan agreements, the banks moved to compel arbitration, citing equitable estoppel. *Id.* at 98. The court granted the banks' motion and dismissed the plaintiffs' claims, explaining that, based on the alleged business relationship between the banks and the lenders, and the references to unidentified "affiliated entities" in the arbitration provisions, the plaintiffs effectively agreed to arbitrate their claims against the banks. *Id.* at 101-02. The court emphasized that the plaintiffs' express willingness to arbitrate claims against an "unidentified, but expansive class of entities conducting business with the lenders" barred the plaintiff from "deny[ing] the foreseeability of having to arbitrate her claims against [the banks]." *Id.*

So too here. Plaintiffs are equitably estopped from seeking to avoid their Arbitration Agreements, and must pursue their claims in arbitration.

c. Allowing Plaintiffs to Litigate Their Claims against Defendants in Court Would Deprive BLT of the Benefit of the Arbitration Agreements

Declining to enforce the Arbitration Agreements would also violate equitable principles of fairness toward BLT. In *Grigson*, the plaintiff initially sued companies that had signed an arbitration agreement. When one of those parties moved to compel arbitration, the plaintiff filed a second lawsuit exclusively against non-signatories to the arbitration agreement, who had no shared ownership with the signatories. *See* 210 F.3d at 526. The U.S. Court of Appeals for the Fifth Circuit affirmed the district court's decision requiring the signatories to arbitrate their claims against non-signatories, explaining that the alleged concerted misconduct involving the signatories and non-signatories would require the signatories to effectively defend themselves in litigation:

> [I]t would be especially inequitable where, as here, a signatory non-defendant is charged with interdependent and concerted misconduct

> with a non-signatory defendant. In such instances, that signatory, in essence, becomes a party, with resulting loss, inter alia, of time and money because of its required participation in the proceeding. Concomitantly, detrimental reliance by that signatory cannot be denied: it and the signatory-plaintiff had agreed to arbitration in lieu of litigation (generally far more costly in terms of time and expense); but, the plaintiff is seeking to avoid that agreement by bringing the action against a non-signatory charged with acting in concert with that non-defendant signatory.

Id. at 528. Here, too, declining to enforce the Arbitration Agreements would deprive BLT of the benefit of its bargain with Plaintiffs by requiring BLT to effectively defend itself in this litigation.

For all these reasons, Plaintiffs are equitably estopped from skirting their contractual duty to arbitrate their claims against Defendants.

B. Plaintiffs Delegated Exclusive Authority to Resolve Disputes about the Applicability of the Arbitration Agreement to an Arbitrator

Plaintiffs cannot challenge the application of the Arbitration Agreements in this Court. Plaintiffs expressly delegated the issue of arbitrability to the arbitrator.

The U.S. Supreme Court has held that parties may assign the authority to decide questions of arbitrability to an arbitrator, not the courts. In *Rent-A-Center, W., Inc. v. Jackson*, 561 U.S. 63, 68-69 (2010), the Supreme Court held that a "delegation provision" assigning the authority to decide gateway questions of arbitrability to an arbitrator is itself an agreement to arbitrate, and must be treated as valid and enforced by courts unless it is specifically challenged apart from the remainder of the agreement to arbitrate. *See also W&T Travel Servs., LLC v. Priority One Servs.*, 69 F. Supp. 3d 158, 166 (D.D.C. 2014) (granting motion to dismiss claims subject to arbitration, citing *Rent-A-Center, W., Inc.*).

Here, by signing the Arbitration Agreements, each Plaintiff explicitly agreed that an arbitrator "will have exclusive authority to resolve all disputes about the interpretation,

applicability, enforceability or formation of this agreement." (Arbitration Agreement ¶ 5). As a result, if Plaintiffs dispute whether the Arbitration Agreements apply to their claims against Defendants, this issue must be presented to an arbitrator rather than this Court.[8]

Accordingly, the Plaintiffs' agreement to leave to the arbitrator "all disputes about the interpretation, applicability, enforceability or formation of this agreement" is permissible under the Act and must be enforced.

IV. CONCLUSION

For these reasons and based on Plaintiffs' Arbitration Agreements, Defendants OPO and Damelincourt ask this Court to dismiss Plaintiffs' claims, or in the alternative, to stay Plaintiffs' claims and compel individual arbitration of Plaintiffs' claims.

Respectfully submitted,

November 3, 2017

/s/ Joseph E. Schuler
Joseph E. Schuler (D.C. Bar No. 296269)
Amanda Vaccaro (D.C. Bar No. 998798)
JACKSON LEWIS P.C.
10701 Parkridge Boulevard
Suite 300
Reston, VA, 20191
P: (703) 483-8300
F: (703) 483-8301
schulerj@jacksonlewis.com
Amanda.vaccaro@jacksonlewis.com

Attorneys for Defendants

[8] The decisions cited above enforcing a delegation provision apply the FAA. Delegation provisions are also enforceable under the District of Columbia's Revised Uniform Arbitration Act (the "Act"). While the Act provides that "[t]he court shall decide whether an agreement to arbitrate exists or a controversy is subject to an agreement to arbitrate," (D.C. Code § 16-4406(b)), it also provides that, "a party to an agreement to arbitrate or to an arbitration proceeding may waive or, the parties may vary the effect of, the requirements of this chapter to the extent permitted by law." D.C. Code § 16-4404(b).

CERTIFICATE OF SERVICE

I CERTIFY that, on November 3, 2017, a true and accurate copy of the foregoing *Memorandum In Support Of Defendant Defendants' Motion To Dismiss, Or In The Alternative, To Stay And Compel Arbitration* was electronically filed with the Clerk's Office using this Court's CaseFileXpress electronic filing system, which will then send a notice of electronic filing (NEF) to the Judge and Plaintiffs' counsel.

/s/ Joseph E. Schuler
Joseph E. Schuler

4842-6277-0003, v. 8

Exhibit A

IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
CIVIL DIVISION

DOMINIQUE HILL, et al.,	
Plaintiffs,	**Civil Action No. 2017 CA 006517 B**
v.	**Next Event:** **Initial Scheduling Conference** **December 22, 2017 10:30 AM**
TRUMP OLD POST OFFICE LLC, et al.,	**Judge Rankin**
Defendants.	

DECLARATION OF DEBRA MULHOLLAND

I, Debra Mulholland, am over 18 years of age and I am competent to testify to the matters contained in this Declaration. I declare as follows:

1. I am the Talent Strategy Manager for ESquared Hospitality LLC, which provides administrative support for BLT Prime by David Burke (the "Restaurant") and the employees who work at the Restaurant. In my role, I am responsible for human resources functions, among other things, including employment policies and records.

2. In this capacity I am familiar with the Restaurant's Agreement To Resolve Disputes By Arbitration ("Arbitration Agreement").

3. Restaurant employees must sign the Arbitration Agreement as a condition of their employment with the Restaurant. Upon execution, such signed Arbitration Agreements are delivered to the human resources function.

4. I am responsible for maintaining Restaurant employees' signed Arbitration Agreements and related records.

5. The document attached as Exhibit 1 is a true and accurate copy of Plaintiff Dominique Hill's signed Arbitration Agreement.

6. The document attached as Exhibit 2 is a true and accurate copy of Plaintiff Irving Smith, Jr.'s signed Arbitration Agreement.

7. The document attached as Exhibit 3 is a true and accurate copy of Plaintiff Janette Sturdivant's signed Arbitration Agreement.

8. In my role at ESquared Hospitality LLC, I am also responsible for receiving and coordinating the Restaurant's response to any administrative charge filed against the Restaurant with the District of Columbia Office of Human Right ("DCOHR") and served on the Restaurant by the DCOHR.

9. The document attached as Exhibit 4 is a true and accurate copy of the administrative charge that Plaintiff Dominique Hill filed against Restaurant with the DCOHR.

I declare, under penalty of perjury under the laws of the United States of America, that the foregoing is true and correct and based on my personal knowledge.

Executed this 3 day of November, 2017.

DEBRA MULHOLLAND

Exhibit 1

Agreement to Resolve Disputes

By Arbitration

The Restaurant tries to work with employees to resolve differences promptly when they arise. Employees should first try to resolve their disputes informally by speaking with their supervisor. If you do not feel comfortable approaching your supervisor, the Restaurant encourages you to seek assistance from Human Resources staff or other members of the Restaurant's management team. If these informal efforts aren't successful, you agree to refer employment related disputes to the arbitration process described below.

1. ***Overview.*** You and the Restaurant agree that (except for "Excluded Claims" which are described below), all disputes, claims or controversies ("claims") against the Restaurant that could be brought in a court will be resolved through arbitration. This Agreement applies to all federal, state and local laws, regulations, common law claims and claims for costs, attorneys' fees and expenses, and is governed by the Federal Arbitration Act to the maximum extent permitted by law.

"Excluded Claims" include claims for workers' or unemployment compensation benefits, claims under any of the Restaurant's equity plans or other pension or welfare benefit plans containing its own procedure for resolving plan disputes, and all other claims that legally are not subject to mandatory binding pre-dispute arbitration under the Federal Arbitration Act. This agreement does not prohibit you from filing complaints with agencies such as the National Labor Relations Board or the Equal Opportunity Commission.

You agree to pursue all claims on an individual basis only. You waive your right to commence or be a part of any class or collective claims, or to bring a claim with another person. The arbitrator has no power to consolidate claims or adjudicate a class or collective action. Nothing in this Agreement limits your right to challenge its enforceability, including the enforceability of the waiver above. While the Restaurant will assert that individual arbitration is required, to the extent that filing of such an action is protected concerted activity under the National Labor Relations Act, the filing will not result in threats, discipline or discharge.

2. ***Arbitrator's Authority.*** The arbitrator will have exclusive authority to resolve all disputes about the interpretation, applicability, enforceability or formation of this agreement (except for any determination about the enforceability of the class/collective action waiver, which will be made solely by a court). If the prohibition against class/collective action is deemed unlawful, then that action may proceed in a court in that form. If an arbitrator finds any other provision of this Agreement unenforceable, then the arbitrator or a court shall interpret or modify the agreement as required for it to be enforceable, and the Agreement shall immediately, automatically and retroactively be amended accordingly.

The decision of the arbitrator will be final and binding. The arbitrator shall have the power to award any type of legal or equitable relief available in a court of competent jurisdiction. Any relief or

recovery for any claim covered by this agreement will be limited to that awarded by the arbitrator. All orders of the arbitrator (except for evidentiary rulings at the arbitration) must be in writing, and may be reviewed under the Federal Arbitration Act.

3. ***Time Periods.*** If the claim is one that could be filed with an administrative agency, then the arbitration must be brought within the time in which the administrative charge or complaint would have been filed. If the arbitration raises an issue that could not have been filed with an administrative agency, then the demand for arbitration must be filed within the time set by the applicable statute of limitations.

4. ***Specific Arbitration Provisions.*** A single arbitrator in accordance with the Employment Rules and Procedures of National Arbitration and Mediation ("NAM") will hear the dispute. All arbitrators or members of the appeal panel must be members of the bar in good standing. The Restaurant has a copy of these rules, or you may contact NAM to request a copy of the rules by calling (800) 358-2550 or viewing the rules on the NAM website (www.namadr.com). If for whatever reason NAM declines to act, the parties will use Judicial Arbitration and Mediation Services (JAMS) (www.jamsadr.com) and will use its employment arbitration rules.

The arbitrator shall apply the Federal Rules of Civil Procedure (except for Rule 23) and the Federal Rules of Evidence as interpreted in the jurisdiction where the arbitration is held. There shall be one arbitrator for the matter up and through determination of a motion for summary judgment. If such a motion is made, the arbitrator must render a written and detailed opinion within sixty calendar days of submission of all supporting and opposition papers. If the summary judgment is in any part denied, the case shall proceed to hearing before another arbitrator who did not hear the summary judgment motion. That arbitrator shall be selected from a new panel to be provided by NAM (or if JAMS if applicable). To the extent there is any conflict between this Agreement and the arbitration rules of NAM or JAMS, this Agreement shall control.

The arbitration will take place in the county in which the employee was employed. The Restaurant will pay for the arbitration costs and fees imposed, except that You will be responsible for costs equal to the cost of filing a Complaint in federal court.

5. ***Other matters.*** "The Restaurant" includes any affiliates and their current and former employees and agents. "You" or "your" includes you, as well as your heirs, administrators or executors. Nothing in this Agreement is intended to create a contract of employment for a specific duration. This Agreement will be governed by and interpreted in accordance with the laws of the state in which you are employed by the Restaurant. Nothing precludes you from challenging the enforceability of this Agreement; however, the Restaurant will assert that you have agreed to pursue all claims individually in arbitration. The consideration for entering into this Agreement includes its mutuality, and your continued employment and/or your accepting employment with the Restaurant. You agree that this consideration is sufficient to support the Agreement.

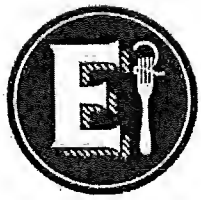
I KNOWINGLY AND FREELY AGREE TO THIS MUTUAL AGREEMENT TO ARBITRATE CLAIMS WHICH OTHERWISE COULD HAVE BEEN BROUGHT IN COURT. I AFFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ AND UNDERSTAND THIS AGREEMENT AND THAT I HAVE BEEN ADVISED OF MY RIGHT TO SEEK LEGAL COUNSEL REGARDING THE MEANING AND EFFECT OF THIS AGREEMENT PRIOR TO SIGNING. THE RESTAURANT AGREES TO BE BOUND TO ITS TERMS WITHOUT ANY REQUIREMENT TO SIGN THIS AGREEMENT.

I Dm Hall
Employee

8-16-16
Date

4830-2958-1857, v. 1

Exhibit 2



Agreement to Resolve Disputes

By Arbitration

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"Excluded Claims" include claims for workers' or unemployment compensation benefits, claims under any of the Restaurant's equity plans or other pension or welfare benefit plans containing its own procedure for resolving plan disputes, and all other claims that legally are not subject to mandatory binding pre-dispute arbitration under the Federal Arbitration Act. This agreement does not prohibit you from filing complaints with agencies such as the National Labor Relations Board or the Equal Opportunity Commission.

You agree to pursue all claims on an individual basis only. You waive your right to commence or be a part of any class or collective claims, or to bring a claim with another person. The arbitrator has no power to consolidate claims or adjudicate a class or collective action. Nothing in this Agreement limits your right to challenge its enforceability, including the enforceability of the waiver above. While the Restaurant will assert that individual arbitration is required, to the extent that filing of such an action is protected concerted activity under the National Labor Relations Act, the filing will not result in threats, discipline or discharge.

2. *Arbitrator's Authority.* The arbitrator will have exclusive authority to resolve all disputes about the interpretation, applicability, enforceability or formation of this agreement (except for any determination about the enforceability of the class/collective action waiver, which will be made solely by a court). If the prohibition against class/collective action is deemed unlawful, then that action may proceed in a court in that form. If an arbitrator finds any other provision of this Agreement unenforceable, then the arbitrator or a court shall interpret or modify the agreement as required for it to be enforceable, and the Agreement shall immediately, automatically and retroactively be amended accordingly.

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recovery for any claim covered by this agreement will be limited to that awarded by the arbitrator. All orders of the arbitrator (except for evidentiary rulings at the arbitration) must be in writing, and may be reviewed under the Federal Arbitration Act.

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_____ _____

Employee *Date*

4830-2958-1857, v 1

Name: Irving Smith

Email: hsum1@yahoo.com

IP Address: 162.221.168.71

E-SIGNED by Irving Smith
on 20 Jun 2017 14:35:36 GMT

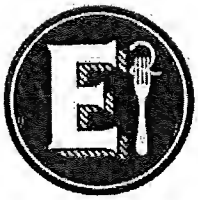
I KNOWINGLY AND FREELY AGREE TO THIS MUTUAL AGREEMENT TO ARBITRATE CLAIMS WHICH OTHERWISE COULD HAVE BEEN BROUGHT IN COURT. I AFFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ AND UNDERSTAND THIS AGREEMENT AND THAT I HAVE BEEN ADVISED OF MY RIGHT TO SEEK LEGAL COUNSEL REGARDING THE MEANING AND EFFECT OF THIS AGREEMENT PRIOR TO SIGNING. THE RESTAURANT AGREES TO BE BOUND TO ITS TERMS WITHOUT ANY REQUIREMENT TO SIGN THIS AGREEMENT.

Employee

August 18, 2016
Date

4830-2958-1857, v. 1

Exhibit 3



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_____ _____

Employee *Date*

4830-2958-1857, v. 1

Name: JaNette Sturdivant

Email: janettesturdivant@yahoo.com

IP Address: 66.250.191.192

E-SIGNED by JaNette Sturdivant
on 30 May 2017 19:58:18 GMT

Exhibit 4

EEOC Form 5 (5/01)

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To: Agency Charge No(s):

[X] FEPA 17-597-P (CN)

[X] EEOC 10C-2017-00581

District of Columbia Office of Human Rights and EEOC

State Agency

Name (Indicate Mr., Ms., Mrs.)	email	Home Phone (Incl. Area Code)	Date of Birth
Dominique Hill	domhill@ymail.com	(202) 749-4539	N/A

Street Address: 4311 Telfair Boulevard, #C404 City, State and ZIP Code: Suitland, MD 20746

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than one, list under PARTICULARS below.)

Name	No. Employees, Members	Phone No.
BLT Prime	15+	(202) 868-5100

Street Address: 1100 Pennsylvania Avenue, N.W., City, State and ZIP Code: Washington, DC 20004

DISCRIMINATION BASED ON (Check appropriate box(es).)

[X] RACE [ ] COLOR [ ] SEX [ ] RELIGION [ ] NATIONAL ORIGIN

[ ] RETALIATION [ ] AGE [ ] DISABILITY [ ] OTHER (specified below)

DATE(S) DISCRIMINATION TOOK PLACE

Earliest: 12/13/2016 Latest: 12/30/2016

[ ] CONTINUING ACTION

THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):

Initial written Complaint received by OHR on March 10, 2017. I was hired by Respondent in August 2016, as a Bartender. I believe that I have been discriminated against in the terms, conditions, and privileges of employment based on my Race (African-American) for the following reasons:

Terms and Conditions (Disparate Treatment) – Race

Respondent's Management subjected me to disparate treatment regarding my shifts and wages compared to White employees. On various unknown dates, Respondent offered better shifts (night shifts) and pay to White similarly-situated employees, including newly-hired White employees whereas I was given the day shifts with less pay. I was the only African-American bartender working for Respondent.

Discharge (Disparate Treatment) – Race

On December 11, 2016, I accidently dropped a "Bloody Mary" cocktail drink over an infant. Due to this incident, on December 13, 2016, Respondent terminated my employment. Two (2) weeks after my dismissal, a similarly-situated employee (White, female) dropped a whole bottle of champagne over a bride. However, Respondent did not reprimand or dismiss her as it dismissed me.

Therefore, I charge Respondent with unlawful discriminatory acts in violation of Title VII of the Civil Rights Act of 1964, as amended, and the D.C. Human Rights Act of 1977, as amended. I have not commenced any other action civil, criminal or administrative, based on the above allegations, other than the instant Charge of Discrimination that has been cross-filed with the EEOC.

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the above is true and correct.

5-17-17 Dom Hill

Date Charging Party Signature

NOTARY – When necessary for State and Local Agency Requirements

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (month, day, year)

5/17/2017

JAIME H. DIAZ VILLARROEL
Notary Public
District of Columbia
My commission expires February 14, 2020

JAIME H. DIAZ VILLARROEL NOTARY PUBLIC DISTRICT OF COLUMBIA MY COMMISSION EXPIRES 2/14/2020

IN THE SUPERIOR COURT FOR THE DISTRICT OF COLUMBIA
CIVIL DIVISION

DOMINIQUE HILL, et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	**Civil Action No. 2017 CA 006517 B**
	)	
TRUMP OLD POST OFFICE LLC, et al.,	)	
	)	
Defendants.	)	
	)	

ORDER GRANTING DEFENDANTS' MOTION TO DISMISS

UPON CONSIDERATION of Defendants' Motion Dismiss, Or In The Alternative, To Stay And Compel Arbitration, supporting memorandum, exhibits and any opposition, and finding good cause shown, it is:

ORDERED that Defendants' Motion is **GRANTED**; and

ORDERED that this case be, and the same hereby is **DISMISSED**.

This _____ day of _____, 2017.

_____
Honorable Michael L. Rankin
Associate Judge